



ENT 35912:2015 PG 1 of 4
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2015 Apr 28 4:36 pm FEE 16.00 BY 99
 RECORDED FOR VELEZ, KARLO

STATE OF UTAH

AMERICAN FORK CITY

Maintenance Agreement

WHEREAS, Utah CVS Pharmacy, L.L.C., a Utah limited liability company (hereinafter referred to as the "Property Owner") recognizes that the Storm Water Facilities (hereinafter referred to as the "Facility" or "Facilities") must be maintained for the development called CVS American Fork Subdivision, located at the northwest corner of 500 East Street & State Street, in American Fork City, Utah County, State of Utah; and,

WHEREAS, the Property Owner is the owner of the real property more particularly described on the attached Exhibit A to be recorded as the CVS American Fork Subdivision in the records of the Clerk of the Utah County Recorder's Office (hereinafter referred to as the "Property"); and,

WHEREAS, American Fork City (hereinafter referred to as the "City") and the Property Owner, or its administrator, executors, successors, heirs, or assigns, agree that the health, safety, welfare and well-being of the citizens of the City require that the facilities be constructed and maintained on the property; and,

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

Section 1

The Facility or Facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

Section 2

The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.

Section 3

In accordance with this Maintenance Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the Facility or Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property.

Section 4

In the event the City, pursuant to this Maintenance Agreement, performs work outside of dedicated public roadways of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's actions.

Section 5

The Property Owner, its administrator, executors, successors, heirs, and assigns hereby indemnifies and hold harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City from the construction, presence, existence or maintenance of the Facility or Facilities by the Property Owner or the existence or maintenance of the Facility or Facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

Section 6

This Maintenance Agreement shall be recorded among the deed records of the Clerk of the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrator, executors, heirs, assigns and any other successors in interest.

Section 7

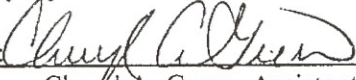
This Maintenance Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

Section 8

Invalidation of any one of the provisions of this Maintenance Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

SO AGREED this 16 day of April, 2015.

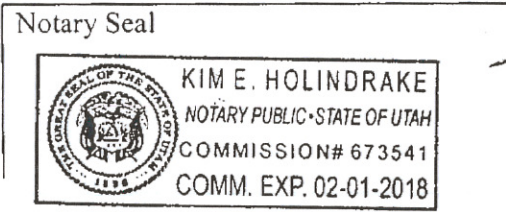
PROPERTY OWNER
Utah CVS Pharmacy, L.L.C., a Utah limited liability
company

BY: 
Cheryl A. Green, Assistant Secretary
Legal Approval: Maryann Civitello, Mintz Levin

STATE OF Utah)
COUNTY OF Utah)

On this 28th day of April 2015, personally appeared before me Nestor Gallo, the Storm Drain Rep. of American Fork City, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Kim E. Holindrake
(Signature of Notary)
My Commission Expires: 2-1-2018

AMERICAN FORK STORM DRAIN
REPRESENTATIVE
[Signature]

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

On this 16 day of April, 2015, before me, the undersigned notary public, personally appeared Cheryl A. Green, personally known to the notary to be the person who signed the preceding or attached document as Assistant Secretary of Utah CVS Pharmacy, L.L.C. in my presence, and acknowledged to the notary that she signed it voluntarily for its stated purpose on behalf of Utah CVS Pharmacy, L.L.C.



Mary Alice Kleiber
Notary Public
Mary Alice Kleiber
Notary Public
State of Rhode Island
My Commission Expires 03/13/2016

Exhibit A
(Parcel/ Plat and Legal Description)

All of Lot 1 of CVS American Fork Plaza Subdivision as shown on the plat thereof recorded in the records of the Clerk of Utah County Recorder's Office.